धारावी पुनर्विकास प्रकल्पाची विशेष हेतु कंपनी मॉडेलच्या अंतर्गत रेल्वेच्या जमिनीच्या हस्तांतरणासाठी उल्लेख केलेल्या अटी व शर्तींसह, प्रकल्पाला अतिरिक्त सवलती देऊन पुन्हा नव्याने सुधारित जागतिक निविदा प्रक्रियेद्वारे अंमलबजावणी करणेबाबत.

महाराष्ट्र शासन

गृहनिर्माण विभाग

शासन निर्णय क्रमांक - धापुप्र-२०२२/प्र.क्र. ८७/झोपसु

मंत्रालय, मुंबई- ४०० ०३२.

दिनांक - २८ सप्टेंबर, २०२२.

<u>वाचा</u> :- (१) शासन निर्णय, गृहनिर्माण विभाग, क्रमांक: झोपुयो २००३/प्र.क्र.१८९/ झोपसु-१अ, दि. ४ फेब्रुवारी, २००४

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(३) मुख्य कार्यकारी अधिकारी, झोपडपट्टी पुनर्विकास प्राधिकरण, मुंबई यांचे क्र.SRA/ENG/ ४७७० दि. ०७.१०.२००५, दि. १४.११.२००५ व क्र. SRA/ADTP/DRP/२३२-A दि.०३.०४.२००६. रोजीचे आदेश.

(४) शासन निर्णय, गृहनिर्माण विभाग, क्रमांक:झोपुयो-२००७/प्र.क्र.५४/झोपसु-१ अ, दि. ११ सप्टेंबर, २००७

(५) शासन निर्णय, गृहनिर्माण विभाग, क्रमांक:झोपुयो-२००८/प्र.क्र.८८/झोपसु-१अ, दि. २४ ऑक्टोबर, २००८

(६) शासन निर्णय, नगर विकास विभाग, क्रमांक- टिपीबी-४३०९/३४९९/प्र.क्र.८३/०९/ नवि-११, दि. २५ जून, २००९

(७) शासन पत्र, गृहनिर्माण विभाग, क्रमांक- धापुप्र-२००९/प्र.क्र.११२/झोपसु १ अ, दि. २१ मे, २०११

(८) शासन निर्णय, गृहनिर्माण विभाग, क्रमांक-धापुप्र-२०१२/प्र.क्र.५७/झोपसु, दि. ५ सप्टेंबर, २०१२

(९) शासन निर्णय, गृहनिर्माण विभाग, क्रमांक:झोपुप्रा- २०१२/प्र.क्र.१३३/झोपसु, दि. ४ फेब्रूवारी, २०१३

(१०) शासन निर्णय, गृहनिर्माण विभाग, क्रमांक:झोपुधो-१००१/प्र.क्र.१२५/१४/झोपसु-१, दि. १६ मे, २०१५

(११) शासन निर्णय, गृहनिर्माण विभाग, क्रमांक: प्रआयो-२०१५/प्र.क्र.११०/गृनिधो-२(सेल), दि. ०९.१२.२०१५

(१२) शासन निर्णय, गृहनिर्माण विभाग, क्रमांक:झोपुधो-०८१०/प्र.क्र.९६/२०१८/झोपसु-१, दि. १६ मे, २०१८

(१३) शासन निर्णय, गृहनिर्माण विभाग, क्रमांक:झोपुधो-०८१०/प्र.क्र.९६/२००८/झोपसु-१, दि. ७ सप्टेंबर, २०१८

(१४) मंत्रिमंडळ बैठक दि. १६.१०.२०१८ च्या बैठकीतील विषय क्रमांक ८ च्या संदर्भात झालेला मंत्रिमंडळाचा निर्णय.

(१५) शासन निर्णय, गृहनिर्माण विभाग, क्रमांक - धापुप्र-२०१८/प्र.क्र. ९०/झोपसु, दि. ०५ नोव्हेंबर, २०१८
(१६) शासन निर्णय, गृहनिर्माण विभाग, क्रमांक - धापुप्र-२०१८/प्र.क्र. ९०/झोपसु , दि. २८ मे, २०१९
(१७) शासन निर्णय, गृहनिर्माण विभाग, क्रमांक - धापुप्र-२०२०/प्र.क्र. ८२/झोपसु , दि. ०५ नोव्हेंबर, २०२०
(१८) शासन निर्णय, गृहनिर्माण विभाग, क्रमांक - संकीर्ण-२०२२/प्र.क्र.११३/गृनिभू, दि.१५ सप्टेंबर, २०२२.
(१९) मंत्रिमंडळ बैठक दि. २१.०९.२०२२ च्या बैठकीत झालेला निर्णय.

<u>प्रस्तावना :-</u>

शासन निर्णय, गृहनिर्माण विभाग, दि. ०४.०२.२००४ अन्वये धारावी झोपडपट्टीचा एकत्रित, सर्वंकष विकास करण्याच्या उद्देशाने निर्णय घेतला आहे. नगर विकास विभाग, शासन निर्णय, दि.०९ मार्च, २००५ अन्वये तत्कालीन धारावी क्षेत्रासाठी धारावी विकास कृती योजना राबववण्यासाठी झोपडपट्टी पुनर्वसन प्राधिकरण यांना "विशेष नियोजन प्राधिकरण" म्हणून घोषित करण्यात आले आहे. गृहनिर्माण विभाग, शासन निर्णय, दि.११ सप्टेंबर, २००७ अन्वये धारावी पुनर्विकास योजना हा "अत्यावश्यक नागरी प्रकल्प" म्हणून घोषित करण्यात आला आहे. झोपडपट्टी पुनर्वसन पात्रतेसाठी संरक्षित दिनांक ०१.०१.१९९५ असा असूनही एक विशेष पुनर्वसन धोरण म्हणून धारावी पुनर्विकास योजना या अत्यावश्यक नागरी प्रकल्पासाठी संरक्षित दिनांक ०१.०१.२००० जाहीर करण्यात आला आहे. धारावी पुनर्विकास प्रकल्पाच्या अंमलबजावणीचा धोरणात्मक निर्णय घेण्यासाठी दि.०४.०२.२००४ च्या उक्त शासन निर्णयाद्वारे मा. मुख्य सचिवांच्या अध्यक्षतेखाली सचिव समिती गठीत करण्यात आलेली असून गृहनिर्माण विभाग, शासन निर्णय दिनांक २४.१०.२००८ अन्वये या सचिव समितीचा विस्तार करुन पुनर्गठण करण्यात आले आहे. धारावी पुनर्विकास प्रकल्पाबाबत धोरणात्मक निर्णय घेण्यासंदर्भात मुख्य कार्यकारी अधिकारी तथा विशेष कार्य अधिकारी, धारावी पुनर्विकास प्रकल्प यांचेकडून सचिव समितीसमोर प्रस्ताव सादर केले जातात व सचिव समितीच्या आदेशानुसार पुढील कार्यवाही केली जाते.

२. धारावी पुनर्विकास प्रकल्प क्षेत्रात प्रथमत: ४ सेक्टर्स होते. नगर विकास विभाग, शासन निर्णय दि.२५ जून, २००९ अन्वये बांद्रा-कुर्ला नजीक असलेल्या काही क्षेत्राचा सेक्टर-५ म्हणून धारावी पुनर्विकास प्रकल्पात समावेश करण्यात आला व या सेक्टर ५ साठी झोपडपट्टी पुनर्वसन प्राधिकरण यांना "विशेष नियोजन प्राधिकरण " म्हणून घोषित करण्यात आले आहे.

३. महाराष्ट्र झोपडपट्टी क्षेत्र (सुधारणा, निर्मुलन व पुनर्विकास) अधिनियम, १९७१ च्या कलम ३k च्या तरतुदीनुसार शासनास असलेल्या अधिकारात धारावी पुनर्विकास प्रकल्प सेक्टर-५ च्या विकासाची जबाबदारी दि.२१.०५.२०११ रोजी म्हाडाकडे सोपविण्यात आली. त्यानुसार म्हाडाने या क्षेत्रातील झोपडपट्टीतील झोपडीधारकांच्या पुनर्वसनाच्या कामकाजास सुरुवात केली असून त्यापैकी मोकळ्या असलेल्या भूखंडावर ३०० चौ.फू. चटई क्षेत्र असलेल्या ३५८ सदनिकांचे काम पूर्ण झाले असून त्यात झोपडीधारकांचे पुनर्वसन करण्यात आले आहे. तसेच ६७२ सदनिकांचे बांधकाम सुरु असून ६८७ सदनिकांच्या इमारतींच्या नकाशास मंजूरी प्रदान करण्यात आली आहे.

४. धारावी पुनर्विकास प्रकल्प क्षेत्राच्या एकत्रित विकासाच्या अनुषंगाने सन २००४-२००५ पासून वेळोवेळी प्रयत्न करण्यात आले होते. यापूर्वी सन २०१६ मध्ये देखील आंतरराष्ट्रीय स्तरावर निविदा मागविण्याचा निर्णय सचिव समितीच्या मान्यतेने झालेला होता. तथापि, या निविदा प्रक्रियेमध्ये विविध अनुषंगीक बदल करुनही सदर निविदा प्रक्रिया अपयशी ठरल्या आहेत. या अयशस्वी निविदांच्या अनुभवावरुन धारावीच्या पुनर्विकासामध्ये धारावी पुनर्विकास प्रकल्प क्षेत्र विमानतळानजीक असल्याने नियोजित इमारतींच्या उंचीवरील मर्यादा, धारावी पुनर्विकास प्रकल्प क्षेत्रात झोपडयांची उच्च घनता, झोपडीधारकांच्या पात्रतेच्या समस्या, धारावी पुनर्विकास प्रकल्प अंतर्गत वगळलेले क्षेत्र, धारावी पुनर्विकास प्रकल्प क्षेत्रामध्ये अतिक्रमणाद्वारे अस्तित्वात असलेली झोपडपट्टी आणि इतर अनौपचारिक मालमत्तांचे मिश्रण, खाजगी जमीन तसेच व्यावसायिक व लघु औद्योगिक बांधकामे इत्यादी अडचणीमुळे मंत्रिमंडळाच्या दि.१६ ऑक्टोंबर, २०१८ च्या बैठकीत धारावी पुनर्विकास प्रकल्पाला विविध सवलती देवून विशेष हेतू कंपनीच्या (SPV) माध्यमातून एकात्मिक विकास करण्याचा निर्णय घेण्यात आला व त्या अनुषंगाने गृहनिर्माण विभागाने संदर्भ क्रमांक.१५ येथील दि.०५/११/२०१८ रोजीचा शासन निर्णय निर्गमित केला.

५. दि.०५/११/२०१८ रोजीच्या शासन निर्णयानुसार दि.२८/११/२०१८ रोजी धारावीच्या पुनर्विकासासाठी मुख्य भागीदाराची निवड करण्याकरिता जागतिक स्तरावर निविदा मागविण्यात आल्या होत्या. तथापि, धारावी पुनर्विकास प्रकल्पासाठी रेल्वेच्या जागेच्या हस्तांतरणाबाबत रेल्वेसमवेत दि.०३/०३/२०१९ रोजी झालेल्या सामंजस्य करारातील अटी व शर्तीचा निविदेमध्ये समावेश नसल्याने, मा. महाधिवक्ता, महाराष्ट्र राज्य यांच्या अभिप्रायानंतर दिनांक २७ ऑगस्ट २०२० रोजी सचिव समितीच्या संपन्न झालेल्या बैठकीत, मा. महाधिवक्ता, महाराष्ट्र राज्य यांनी दिलेल्या अभिप्रायाचा विचार केल्यानंतर, तसेच त्यावर सविस्तर चर्चा झाल्यानंतर, दिनांक २८ नोव्हेंबर २०१८ पासून सुरू केलेली धारावी पुनर्विकास प्रकल्पाची निविदा प्रक्रिया रद्द करण्याबाबत निर्णय घेतला व फेर दुरूस्तीसह नव्याने सुधारित निविदा मागविण्याचा निर्णय घेतला. दिनांक २९ ऑक्टोबर २०२० रोजीच्या मंत्रिमंडळाच्या बैठकीत, सचिव समितीच्या निर्णयाला राज्य मंत्रिमंडळाने सहमती दिली. शासन निर्णय दि.०५ नोव्हेंबर २०२० नुसार, दिनांक २८ नोव्हेंबर २०१८ पासून सुरू केलेली धारावी पुनर्विकास प्रकल्पाची निविदा प्रक्रिया रद्द केली व फेर दुरूस्तीसह नव्याने सुधारित निविदा मागविण्यासाठी धापुप्र/झोपुप्राला आदेश देण्यात आले. राज्य शासनाच्या निर्णयाविरुद्ध उच्चतम निविदाकाराने मा. उच्च न्यायालयात रिट याचिका दाखल केली आहे, परंतु नव्याने निविदा मागविण्याबाबत मा. उच्च न्यायालयाने कोणताही स्थगिती आदेश दिलेला नाही.

६. एन-कोविड २०१९ च्या साथीच्या आजारातून उद्भवलेली स्थिती व स्थावर मालमत्ता बाजारातील मंदी यांचा विचार करता दिनांक २१/०९/२०२२ रोजी मंत्रिमंडळाच्या बैठकीत निविदेच्या अटी व शर्तीमध्ये काही सुधारणा करून रेल्वे जमिनीचा (अंदाजे ४७.३७ एकर) प्रकल्पात समावेश करून तसेच प्रकल्पाला अतिरिक्त सवलती देवून पुन्हा नव्याने निविदा मागविण्यासाठी दि.२३.०९.२०२२ रोजी मा.मुख्य सचिव यांच्या अध्यक्षतेखाली सचिव समितीच्या बैठकीत मान्यता देण्यात आली .

या सर्व बाबींचा विचार करुन शासन खालीलप्रमाणे निर्णय घेत आहे.

शासन निर्णय :-

१) धारावी पुनर्विकास प्रकल्पातील सेक्टर १ ते ५ या सर्व सेक्टर्सचा "विशेष हेतू कंपनी (SPV)" च्या माध्यमातून एकत्रित विकास करणेबाबत व विशेष अधिकार प्रदान करण्याबाबत संदर्भ क्रमांक १५ येथील दिनांक ०५.११.२०१८ रोजीचा शासन निर्णय रद्द करण्याबाबतचा विभागाच्या गृनिभू कार्यासनामार्फत निर्गमित करण्यात आलेला संदर्भ क्रमांक १८ येथील शासन निर्णय क्र.संकीर्ण-२०२२/प्र.क्र.११३/गृनिभू, दि.१५ सप्टेंबर, २०२२ रद्द करण्यात येत आहे.

२) धारावी पुनर्विकास प्रकल्पाचा विशेष हेतु कंपनी मॉडेलच्या माध्यमातून एकत्रित पुनर्विकास करण्यासाठी मुख्य भागीदार निवडण्यासाठी या शासन निर्णयात तसेच दि.०५/११/२०१८ रोजीच्या शासन निर्णयात मान्य केलेल्या अटी व शर्तीसह सुधारीत निविदा दस्तऐवजांना तसेच प्रकल्प अंमलबजावणीच्या सुधारीत वेळापत्रकास मान्यता देण्यात येत आहे. धारावी पुनर्विकास प्रकल्प/झोपडपट्टी पुनर्वसन प्राधिकरण यांनी जागतिक निविदा प्रक्रियेद्वारे व रेल्वे जमिन विकास प्राधिकरणामार्फत रेल्वेच्या जमिनीच्या हस्तांतरणासाठी उल्लेख केलेल्या अटी व शर्तीसह व या शासन निर्णयातील अतिरिक्त सवलतींचा अंतर्भाव करुन व निविदा दस्तऐवजांमध्ये आवश्यक ते बदल करुन पुन्हा नव्याने निविदा मागवून प्रकल्पाची अंमलबजावणी करण्यासाठी शासन मान्यता देण्यात येत आहे.

३) धारावी पुनर्विकास प्रकल्प/झोपडपट्टी पुनर्विकास प्राधिकरण (धापुप्र/झोपुप्र) (DRP/SRA) आणि रेल भूमि विकास प्राधिकरण (RLDA) यांच्यामध्ये दि.०३ मार्च, २०१९ रोजी केलेल्या सामंजस्य कराराला (MOU) संमती देण्यात येत आहे.

१. धारावी अधिसूचित क्षेत्राच्या अंतर्गत असलेल्या '**परिशिष्ट-१**' मध्ये निश्चित केल्याप्रमाणे रेल्वेच्या जागेचा (अंदाजे ६.२६ हे) आणि त्याव्यतिरिक्त रेल्वेने विकासासाठी कोणतेही अतिरिक्त क्षेत्र प्रदान केले तर तशा जमिनीसह धारावी पुनर्विकास प्रकल्प क्षेत्रात समाविष्ट करण्यासाठी परवानगी देण्यात येत आहे. **त्या अनुषंगाने नगर विकास विभाग, महाराष्ट्र शासन यांनी योग्य ती कार्यवाही करुन अधिसूचना निर्गमित करावी.**

२. धारावी अधिसूचित क्षेत्रालगतच्या '**परिशिष्ट-२**' मध्ये निश्चित केल्याप्रमाणे रेल्वेच्या जागेच्या (अंदाजे १२.९१ हे) व्यतिरिक्त रेल्वेने विकासासाठी कोणतेही अतिरिक्त क्षेत्र प्रदान केले तर त्या त्या वेळी तशा अतिरीक्त जमिनीचा धारावी अधिसूचित क्षेत्रात आणि धारावी पुनर्विकास प्रकल्प क्षेत्राचा भाग म्हणून समाविष्ट करण्यासाठी परवानगी देण्यात येत आहे. **त्या अनुषंगाने नगर विकास विभाग, महाराष्ट्र शासन यांनी योग्य ती कार्यवाही करुन तसेच धापुप्र/झोपुप्राला या जागेचे "विशेष नियोजन प्राधिकरण" म्हणून नेमणूक करुन योग्य ती अधिसूचना निर्गमित करावी.**

३. रेल भूमी विकास प्राधिकरण (RLDA) व धारावी पुनर्विकास प्रकल्प/झोपुप्रा यांनी चर्चा करुन रेल्वे जमीनीची किंमत अंतीम करावी. सदर अंतिम केलेली रेल्वेच्या जमीनीची किंमत निविदाकाराला (Bidder) मान्य करणे बंधनकारक राहील.

४. धापुप्र/झोपुप्रा आणि रेल भूमि विकास प्राधिकरण यांच्यामध्ये करावयाच्या निश्चित कराराच्या (Definitive Agreement) अटी व शर्ती अंतिम करण्याचे अधिकार, तसेच (धापुप्र/झोपुप्रा) आणि रेल भूमि विकास प्राधिकरण (RLDA) यामधील निश्चित करारावर स्वाक्षरी करण्याचे अधिकार मुख्य कार्यकारी अधिकारी तथा विशेष कार्य अधिकारी, धापुप्र/झोपुप्रा यांना राहतील.

५. निश्चित करार (Definitive Agreement) अंतीम करुन रेल्वेची जमीन रेल भुमी विकास प्राधिकरणाकडुन (RLDA) हस्तांतरीत करुन घेण्याची जबाबदारी विशेष हेतू कंपनीची राहील.

४) वस्तु व सेवा कराबाबत दिनांक ५ नोव्हेंबर, २०१८ च्या शासन निर्णयातील मुद्दा क्र.७ मध्ये खालीलप्रमाणे बदल करण्यात आले आहेत:-

विशेष प्रकल्पाचा दर्जा विचारात घेता राज्य सरकार वित्त विभागामार्फत विशेष हेतू कंपनीने पुनर्वसन प्रकल्पासाठी (झोपडपट्टी पुनर्वसन, नागरी नुतनीकरण, पायाभूत सुविधा आणि सोयीसह) भरलेल्या राज्य वस्तू व सेवा कराची, विकास करारावर स्वाक्षरी झाल्यापासून १५ वर्षांच्या कालावधीसाठी प्रोत्साहन म्हणून परतफेड करेल. तसेच, गृहनिर्माण विभाग धारावी पुनर्विकास प्रकल्पाच्या मागणीनुसार अर्थसंकल्पात आवश्यकतेनुसार तरतूद करेल. धारावी पुनर्विकास प्रकल्प विशेष हेतू कंपनीने भरलेल्या राज्य वस्तू व सेवा कराच्या मागणीची व पुराव्यांची पडताळणी करेल. अशा पडताळणीनंतर गृहनिर्माण विभाग, वित्त विभागाकडून असा निधी मिळवून धारावी पुनर्विकास प्रकल्पाकडे वर्ग करेल. धारावी पुनर्विकास प्रकल्प विशेष हेतू कंपनीला पुढील आर्थिक वर्षाच्या पहिल्या ६ महिन्यांच्या कालावधीत ही रक्कम वितरित करेल.

तसेच, राज्य सरकार वित्त विभागामार्फत औद्योगिक व व्यावसायिक घटकांनी भरलेल्या राज्य वस्तू व सेवा कराची भोगवटा प्रमाणपत्र मिळाल्यानंतर ५ वर्षांच्या कालावधीसाठी प्रोत्साहन म्हणून परतफेड करेल. तसेच, गृहनिर्माण विभाग धारावी पुनर्विकास प्रकल्पाच्या मागणीनुसार अर्थसंकल्पात आवश्यकतेनुसार तरतूद करेल. धारावी पुनर्विकास प्रकल्प औद्योगिक व व्यावसायिक घटकांनी भरलेल्या राज्य वस्तू व सेवा कराच्या मागणीची व पुराव्यांची पडताळणी करेल. अशा पडताळणीनंतर गृहनिर्माण विभाग वित्त विभागाकडून असा निधी मिळवून धारावी पुनर्विकास प्रकल्पाकडे वर्ग करेल. धारावी पुनर्विकास प्रकल्प औद्योगिक व व्यावसायिक घटकांना पुढील आर्थिक वर्षाच्या पहिल्या ६ महिन्यांच्या कालावधीत ही रक्कम वितरित करेल. तथापि, औद्योगिक व व्यावसायिक क्षेत्रांचे स्पष्टपणे सीमांकन अशा क्षेत्रासाठी आवश्यक पायाभूत सुविधांसह करणे आवश्यक असेल.

वित्त विभाग, महाराष्ट्र शासन यांनी योग्य ती कार्यवाही करुन उपरोक्त बाबी संदर्भातील अधिसूचना निर्गमित करावी.

५) दिनांक ५ नोव्हेंबर, २०१८ रोजीच्या शासन निर्णयातील अनुक्रमांक ५ (१) अंतर्गत हस्तांतरणीय विकास हक्क (TDR) बाबत देण्यात आलेल्या सवलती व्यतिरिक्त खालील बाबींचा अंतर्भाव करण्यात येत आहे :-

१. हस्तांतरणीय विकास हक्क वापरताना **अनुक्रमित (indexation)** केले जाणार नाहीत.

२. विकास नियंत्रण नियमावली, २०३४ च्या भाग पाच अंतर्गत (Floor Space Index : Regulation ३०) (तक्ता १२ च्या स्तंभ ६ नुसार) हस्तांतरणीय विकास हक्क वापरताना धारावी झोपडपट्टी पुनर्विकास योजनेतून निर्माण झालेले कमीतकमी ५०% हस्तांतरणीय विकास हक्क वापरणे अनिवार्य असेल आणि धारावीतून निर्माण होणारे हस्तांतरणीय विकास अधिकार प्रथम वापरणे अनिवार्य असेल. ही तरतुद, हस्तांतरणीय विकास हक्कांशी संबंधित इतर कोणत्याही विरोधाभासी तरतुदींना **अधिलिखित** करेल.

६) दिनांक ५ नोव्हेंबर, २०१८ रोजीच्या शासन निर्णयात मुद्दा क्रमांक ५ अंतर्गत खालील अतिरिक्त मुद्दा ५ (५) चा अंतर्भाव करण्यात येत आहे :-

"विकास नियंत्रण नियमावली, २०३४ च्या ३३(९)(अ) आणि ३३(१०)(अ) च्या अंतर्गत चटई क्षेत्र (FSI) ४.०० किंवा एकूण पुनर्वसन चटई क्षेत्र व नागरी नुतनीकरण चटई क्षेत्र आणि प्रोत्साहन पर चटई क्षेत्र, यापैकी जे अधिक असेल ते लागू होईल."

नगर विकास विभाग, महाराष्ट्र शासन यांनी योग्य ती कार्यवाही करुन उपरोक्त बाबींसंदर्भात अधिसूचना निर्गमित करावी.

७) दिनांक ५ नोव्हेंबर, २०१८ रोजीच्या शासन निर्णयातील अनुक्रमांक ९ (३) मध्ये खालील बदल करण्यात येत आहेत :-

वडाळा मिठागराची जागा ९९ वर्षाच्या भाडेपट्टा करारावर धारावी पुनर्वसन प्रकल्पाला उपलब्ध करुन देण्याबाबत धापुप्र/झोपुप्रा यांनी वाणिज्य मंत्रालय, केंद्र सरकारला प्रस्ताव पाठवावा. धारावी अधिसूचित क्षेत्राबाहेरील अशा जमिनींवर भाडेतत्वावरील घरे बांधावीत. अशा जागेकरिता दि.५नोव्हेंबर, २०१८ रोजीच्या शासन निर्णयाप्रमाणे योग्य तो मोबदला वाणिज्य मंत्रालय, केंद्र सरकार यांना देण्याची जबाबदारी विशेष हेतू कंपनीची असेल. मिठागराची जमीन प्रकल्पात समाविष्ट न झाल्यास धापुप्र/झोपुप्रा अथवा राज्य शासनावर कोणतीही जबाबदारी राहणार नाही.

८) धारावी पुनर्वसन प्रकल्पातील झोपडपट्टींचे पुनर्वसन किंवा नागरी नुतनीकरण करण्याकरिता जमिनीच्या सध्याच्या वापराची पर्वा न करता आणि मालकीची पर्वा न करता संपूर्ण धारावी पुनर्विकास प्रकल्प क्षेत्रातील जमिनीकरिता मोबदला (रेल्वे जमीन वगळून) रेडिरेकनर दराच्या २५% अधिमुल्य (प्रीमियम) लागू करण्यात येत आहे. जमीन अधिमुल्य विशेष हेतू कंपनीने धारावी पुनर्विकास प्रकल्प/ झोपडपट्टी पुनर्वसन प्राधिकरणाला विक्री घटकासाठी बांधकाम आरंभ प्रमाणपत्र (C.C.) जारी केल्याच्या प्रमाणात, निविदा स्वीकारल्याच्या तारखेला असलेल्या २५% रेडीरेकनर दराने दयावेत. त्याबदल्यात धारावी पुनर्विकास प्रकल्प/ झोपडपट्टी पुनर्वसन प्राधिकरणाकडून त्यांच्या २०% समभागामधून मुख्य भागीदाराला आरंभप्रमाणपत्र (C.C.) च्या प्रमाणात ८% पर्यंत समभाग परत करावेत.

९) धारावीतील अपात्र झोपडीधारकांना आणि तसेच शासन निर्णय गृहनिर्माण विभाग दि.०७/०९/२०१८ नुसार सशुल्क पुनर्वसन करताना बांधकाम खर्च अदा करण्याची क्षमता नसलेल्या

झोपडीधारकांना सामावून घेण्याकरिता भाड्याने घरे देण्याची योजना (Rental Housing Scheme) राबवावी.

१. भाडेतत्वावरील परवडणारी गृहनिर्माण योजना (Affordable Rental Housing Scheme) राबवित असताना विकास नियंत्रण नियमावली, २०३४ मधील ३३(१०)(अ) अंतर्गतच्या तरतुदीनुसार बाजारातील मागणीनुसार योग्य त्या चटई क्षेत्राच्या सदनिका धापुप्र/झोपुप्रा यांच्या सूचनेप्रमाणे विशेष हेतू कंपनीने बांधाव्यात. विशेष हेतू कंपनीने भाडेतत्वावरील बांधलेली परवडणारी घरे विनामूल्य धापुप्र/झोपुप्राकडे हस्तांतरित करावेत. अशा सदनिकांवर धापुप्र/झोपुप्राने शासनाच्या / म्हाडाच्या प्रचलित पद्धतीनुसार भाडे वसूल करावेत. याकरिता विशेष हेतू कंपनीला बांधकाम क्षेत्राच्या १.३३ पट (१.३३ times FSI) प्रोत्साहनपर विक्रीचा घटक बांधून विकण्याची परवानगी असेल. विशेष हेतू कंपनीसाठी असे पुनर्वसन बांधकाम, विकास नियंत्रण नियमावली, २०३४ मधील ३३(१०)(अ) अंतर्गतच्या तरतुदीनुसार समजले जाईल आणि अशा जागेवर विशेष हेतू कंपनीला जमिन अधिमुल्य (निविदा स्वीकारल्याच्या तारखेला असलेल्या रेडी रेकनर रकमेच्या २५% दराचा प्रीमियम) भरणे आवश्यक आहे. विशेष हेतू कंपनीने धारावी अधिसूचित क्षेत्राच्या बाहेर खरेदी केलेल्या जागेवर निविदा स्वीकारल्याच्या तारखेला असलेल्या रेडिरेकनर दराच्या १०% अधिमुल्य भरणे आवश्यक आहे.

अ) भाडेतत्वावर देण्यात आलेली परवडणारी घरे, शासन निर्णय गृहनिर्माण विभाग दि.०७/०९/२०१८ नुसार सशुल्क पुनर्वसन करताना बांधकाम खर्च अदा करण्याची क्षमता नसलेल्या झोपडीधारकाला भविष्यात सदर सदनिका खरेदी करावयाची झाल्यास भोगवटा प्रमाणपत्र मिळाल्याच्या तारखेपासून सदर सदनिका बांधकाम खर्च किंमतीवर घाऊक किंमत निर्देशांक वापरून येणारी किंमत अदा करुन धापुप्र/झोपुप्राकडून खरेदी करण्याचा (Hire Purchase) पर्याय असावा.

आ) भाडेतत्वावर देण्यात आलेली परवडणारी घरे अपात्र झोपडीधारकांना भोगवटा प्रमाणपत्र मिळाल्याच्या तारखेपासून जमीन खर्चाचे मूल्य आणि बांधकाम खर्च किंमतीवर, घाऊक किंमत निर्देशांक वापरून धापुप्र/झोपुप्राकडून खरेदी करण्याचा (Hire Purchase) पर्याय लागू करण्यासाठी मान्यता देण्यात येत आहे. अशा निवासी सदनिकांच्या विक्री किंमती वरील (अ) मध्ये नमूद केलेल्या सदनिकांच्या किंमतीच्या १३०% पेक्षा जास्त असणार नाहीत, ही खबरदारी घेणे आवश्यक आहे.

अशा प्रकारच्या घरांच्या खरेदीसाठी (Hire Purchase), अंमलबजावणीच्या वेळी पंतप्रधान आवास योजना किंवा भारत सरकार / राज्य शासनाची प्रचलित गृहनिर्माण योजना लागू राहील आणि अशा योजनांच्या अंतर्गत खरेदीदारांना लाभ उपलब्ध असेल.

२. विशेष हेतू कंपनीने खरेदी केलेल्या जागेवर शासन निर्णय क्र. प्रआयो-२०१७/प्र.क्र. ९५/ गृनिधो-२, दिनांक ११/०९/२०१८ च्या अनुषंगाने विकास नियंत्रण नियमावली,

२०३४ मधील ३३(१०)(अ) अंतर्गतच्या तरतुदीनुसार बाजारातील मागणीनुसार चटई क्षेत्राची परवडणारी घरे बांधून जमीन खर्चाचे मूल्य आणि बांधकाम खर्च किंमत अदा करण्यास तयार असलेल्या अपात्र झोपडपट्टीधारकांना विक्री करण्याची परवानगी असेल. विशेष हेतू कंपनीने खरेदी केलेला भूखंड शक्यतो धारावी अधिसूचित क्षेत्राच्या १० कि.मी.च्या परिघात असावा.

३. अशा सर्व क्षेत्रांकरिता धापुप्र/झोपुप्राला विशेष नियोजन प्राधिकरण म्हणून नियुक्त करण्यात येत आहे.

४. भाडेतत्वावरील अशा घरांचे आकारमान, त्यांचे भाडे तसेच त्याची विक्री किंमत अंतीम करण्याचे अधिकार मुख्य कार्यकारी अधिकारी तथा विशेष कार्य अधिकारी, धापुप्र/झोपुप्रा यांना राहतील. वरील संबंधित योग्य ते तपशीलवार धोरण व कार्यप्रणाली (Framework) तयार करण्यासाठी धापुप्र /झोपुप्राला प्राधिकृत करण्यात येत आहे.

५. विमानतळ परिसरातील झोपडपट्टीधारकांसाठी बांधलेल्या सदनिकांसह आसपासच्या प्रभागातील प्रकल्पग्रस्तांसाठी बांधण्यात आलेल्या सदनिका ह्या भाड्याने घरे देण्याची योजना (Rental Housing) राबविण्यासाठी प्रधानमंत्री आवास योजनेअंतर्गत अपात्र झोपडपट्टीधारकांना सामावून घेण्यासाठी आणि पात्र झोपडपट्टीधारकांचे पुनर्वसन करण्यासाठी, त्या सदनिका धापुप्र/झोपुप्राकडे हस्तांतरित कराव्यात.

६. भाडे त्तत्वावर दिलेल्या सदनिकांवरील मालमत्ता कर आणि इतर कर भरण्याची जबाबदारी भाडेकरूंवर राहिल आणि त्यासाठी दिनांक ५ नोव्हेंबर,२०१८ च्या शासन निर्णयानुसार मान्य केलेल्या ३३(१०)(अ) अंतर्गतच्या मालमत्ता कर सवलती लागू असतील.

७. भाडेतत्वावरील घरांना व तसेच त्या जमीनीवर, ३३(९)(अ) व ३३(१०)(अ) अंतर्गत तसेच दि. ५ नोंव्हेंबर, २०१८ चा शासन निर्णय व या शासन निर्णयातील सर्व सवलती लागू राहतील.

उपरोक्त संदर्भात नगर विकास विभाग, महाराष्ट्र शासन यांनी योग्य ती कार्यवाही करुन अधिसूचना निर्गमित करावी.

१०) सुधार शुल्क (Betterment Charges), विकास शुल्क, छाननी शुल्क, जिना प्रिमियम अदा करण्यापासून विशेष हेतू कंपनीला माफी देण्यात येत आहे. तसेच, लेआउट ठेव रक्कम भरण्याची आवश्यकता नाही.

बीएमसी कायद्याच्या अध्याय XIIA च्या कलम ३५४- यूए अंतर्गत सुधार शुल्क आकारण्याची तरतुद आहे. महाराष्ट्र प्रादेशिक व नगर नियोजन कायदा, १९६६ कलम १२४ ए अंतर्गत विकास शुल्क, कलम ४२ f (iv) अंतर्गत छाननी शुल्क, प्रिमियम तसेच विकास नियंत्रण नियमावली, २०३४ नुसार कलम ३१(१) अंतर्गत जिना प्रिमियम आकारण्याची तरतुद आहे.

या अनुषंगाने नगर विकास विभाग, महाराष्ट्र शासन यांनी योग्य ती कार्यवाही करुन अधिसूचना निर्गमित करावी.

११) धारावी पुनर्विकास प्रकल्प/ झोपडपट्टी पुनर्वसन प्राधिकरणाने केंद्र शासनाकडे पुढील बाबींसाठी प्रस्ताव पाठवावा :-

१. धारावी पुनर्विकास प्रकल्पासाठी २०३७ पर्यंत प्रधानमंत्री आवास योजनेच्या कार्यक्रमास मुदतवाढ देण्याबाबत.
२. विशेष हेतू कंपनीला पायाभूत प्रकल्पाच्या अंतर्गत आयकर कायद्याच्या कलम ८०-IA अंतर्गत कर लाभ देण्याबाबत.
३. केंद्र सरकारच्या विभागांकडून त्वरीत मंजुरी मिळावी यासाठी पुढील प्रस्ताव केंद्र शासनास पाठवावा :-

अ) मुख्य कार्यकारी अधिकारी तथा विशेष कार्य अधिकारी, धापुप्र / झोपुप्रा हे पर्यावरण व नागरी उड्डाण या संदर्भातील सर्व नियम व अटींचे पालन झाले आहे, याची पडताळणी करुन एकत्रित आराखडयाला मंजूरीसाठी पर्यावरण मंत्रालय आणि नागरी उड्डाण महानिदेशक यांना प्रस्ताव पाठवावा.

आ) अशा प्रस्तावासंदर्भात जर केंद्रशासनाच्या संबंधीत विभागाकडून ३० दिवसांच्या आत कोणतीही त्रुटी धारावी पुनर्विकास प्रकल्पाला प्राप्त झाली नसेल तर केंद्र शासनाच्या संबंधीत विभागाकडून सदर प्रस्तावास मान्यता दिली गेली आहे असे गृहित धरुन बांधकाम सुरु करण्याबाबत निदेश देण्याचे अधिकार मुख्य कार्यकारी अधिकारी तथा विशेष कार्य अधिकारी, धापुप्र / झोपुप्रा यांना असतील.

१२) या शासन निर्णयासोबत जोडलेल्या **परिशिष्ट - ४** मध्ये राज्य समर्थन कराराच्या मसुद्याला मान्यता देण्यात येत आहे. महाराष्ट्र शासनाच्यावतीने, मुख्य सचिव, महाराष्ट्र शासन, यांनी राज्य समर्थन करारावर स्वाक्षरी करावी.

१३) झोपडपट्टी पुनर्वसन व चाळींच्या पुनर्विकासाच्या जागेच्या १०% अधिकचे चटई क्षेत्रावर तळ मजला व पहिला मजला व्यतिरिक्त, पुनर्वसन व पुनर्विकास इमारतीत वाणिज्यिक घटकाचे बांधकाम करुन तशी वाणिज्यिक जागा सहकारी गृहनिर्माण संस्थांना भाडयाने देण्याचे अधिकार राहतील. तशा जागेंची मालकी DRP/SRA कडे राहील. अशा अधिकच्या जागेवरही १.३३ पट विक्री घटक बांधून विकण्याचे अधिकार विशेष हेतू कंपनीला असतील. **या संदर्भात नगर विकास विभाग, महाराष्ट्र शासन यांनी योग्य ती कार्यवाही करुन अधिसूचना निर्गमित करावी.**

१४) महापालिकेचे मल:निसारण केंद्र व बस डेपोच्या जागेचा वापर करुन, तेथे अत्याधुनिक स्वरुपाचे मल:निसारण केंद्र व आधुनिक स्वरुपातील बस डेपो बांधून इतर जमीन व वरील मजल्यांवर धारावी प्रकल्पासाठी बांधकाम करण्याचे हक्क विशेष हेतू कंपनीला राहतील. याकरिता दि.५ नोव्हेंबर,२०१८ च्या शासन निर्णयानुसार मुंबई महानगरपालिकेला मोबदला दयावा. **या संदर्भात नगर विकास विभाग, महाराष्ट्र शासन यांनी योग्य ती कार्यवाही करुन अधिसूचना निर्गमित करावी.**

१५) अनिश्चित घटनेमुळे (Force Majeure), दि. ०५/११/२०१८ रोजी निर्गमित केलेल्या शासन निर्णयातील सवलती व विशेष हेतू कंपनीला मिळालेले हक्क यांचा कालावधी अनिश्चित घटनेच्या कालावधीनुसार वाढविण्याची तरतुद निविदा दस्तऐवजांमध्ये अंतर्भुत करावी.

१६) मुख्य कार्यकारी अधिकारी, धापुप्र/झोपुप्रा हे विशेष हेतू कंपनीचे अकार्यकारी अध्यक्ष राहतील परंतु, राज्य शासनाला, नगर विकास विभाग व गृहनिर्माण विभाग यातील कमीत कमी १० वर्षांचा अनुभव व एकूण कमीत कमी २० वर्षांचा अनुभव असलेल्या व्यक्तींना अकार्यकारी अध्यक्ष म्हणून नेमण्याचे अधिकार असतील.

१७) निविदा प्रक्रियेद्वारे सल्लागाराची नेमणूक करण्यासाठी मुख्य कार्यकारी अधिकारी, धापुप्र/ झोपुप्रा यांना प्राधिकृत करण्यात येत आहे.

१८) हा शासन निर्णय निर्गमित झाल्यानंतर १५ दिवसांच्या आत सर्व अधिसूचना/शासन निर्णय शासनाच्या संबंधित विभागांनी निर्गमित करणे बंधनकारक राहील.

१) **<u>महसूल व वन विभाग</u>** :- गृहनिर्माण विभागाच्या दि. ५ नोंव्हेंबर, २०१८ रोजीच्या शासन निर्णयातील क्रमांक ४(अ)(१) ते ४ (अ)(४) मध्ये नमूद केल्याप्रमाणे मुद्रांक शुल्कात माफी.

२) **<u>नगर विकास विभाग</u>** :- मालमत्ता कर न आकारण्याबाबत, इमारतींसमोर ठेवण्यात येणाऱ्या खुल्या जागेच्या तरतूदी शिथील करण्यासाठी द्यावयाची अधिमुल्य माफी, विकास नियंत्रण नियमावलीच्या (DCPR) काही तरतुदींमध्ये सवलत, तयार होणाऱे हस्तांतरणीय विकास हक्क (TDR) अनुक्रमित (Indexation) न करता विक्री करण्याची / वापरण्याची परवानगी,हस्तांतरणीय विकास हक्क (TDR) प्रथम व कमीतकमी ५०% हस्तांतरणीय विकास हक्क (TDR) प्रथम वापरणे अनिवार्य, चटई क्षेत्र निर्देशांक FSI ४.०० किंवा एकूण पुनर्वसन चटई क्षेत्र व नागरी नुतनीकरण चटई क्षेत्र आणि प्रोत्साहन पर चटई क्षेत्र, त्यापैकी जे अधिक असेल ते लागू करण्याची परवानगी, सुधार शुल्क माफी, विकास शुल्क माफी, छाननी शुल्क माफी, जिना प्रिमियम माफी, झोपडपट्टी पुनर्वसन व नागरी नुतनीकरण जागेच्या १०% अधिकचे चटई क्षेत्रावर वाणिज्यिक घटकाचे बांधकाम.

३. **<u>उद्योग, ऊर्जा व कामगार विभाग</u>** :- गृहनिर्माण विभागाच्या दिनांक ५ नोव्हेंबर, २०१८ रोजीच्या शासन निर्णयातील क्रमांक ४(f) मध्ये नमूद केल्याप्रमाणे औद्योगिक घटकांनी आधुनिक तंत्रज्ञान वापरल्यास आणि प्रदुषण विरहित उत्पादन उपाययोजना अंमलात आणल्यास त्यांना अनुदान.

४. **<u>वित्त विभाग</u>** :- १५ वर्षांसाठी विशेष हेतु कंपनीने पुनर्वसन प्रकल्पासाठी अदा केलेल्या राज्य जीएसटीची परतफेड व ५ वर्षांच्या कालावधीसाठी अधिसूचित क्षेत्रात औद्योगिक व व्यावसायिक घटकांना भोगवटा प्रमाणपत्र मिळाल्यानंतर औद्योगिक व व्यावसायिक कंपन्यांनी अदा केलेल्या राज्य जीएसटीची परतफेड.

१९) हा शासन निर्णय परिशिष्ट-१ ते ५ सह निर्गमित करण्यात येत आहे.

सदर शासन निर्णय महाराष्ट्र शासनाच्या www.maharashtra.gov.in या संकेतस्थळावर उपलब्ध करुन देण्यात आला असून त्याचा संगणक संकेताक २०२२०९२८१३३१४९०२०९ असा आहे. हा शासन निर्णय डिजीटल स्वाक्षरीने साक्षांकित करुन काढण्यात येत आहे.

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने.

MILIND JAYANT MHAISKAR

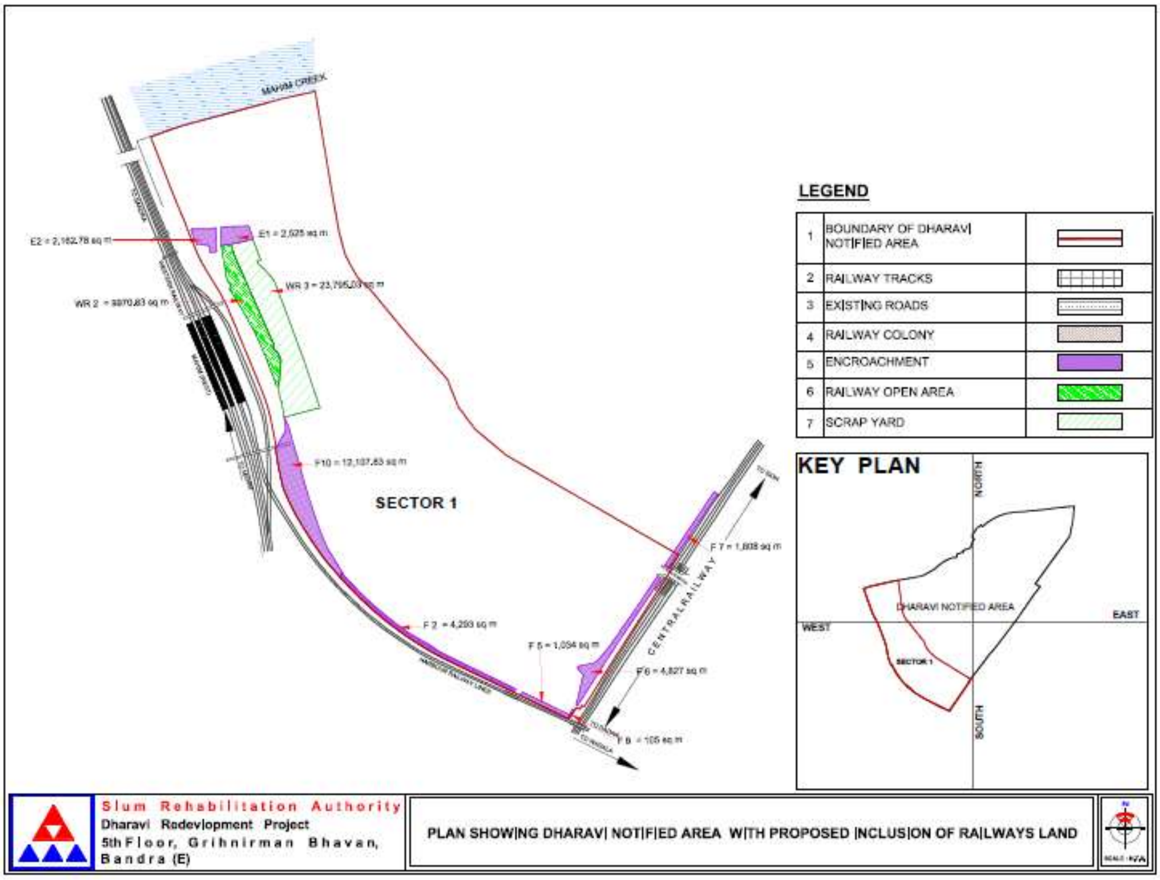
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Date: 2022.09.28 13:40:11 +05'30'

(मिलिंद म्हैसकर)
प्रधान सचिव, महाराष्ट्र शासन

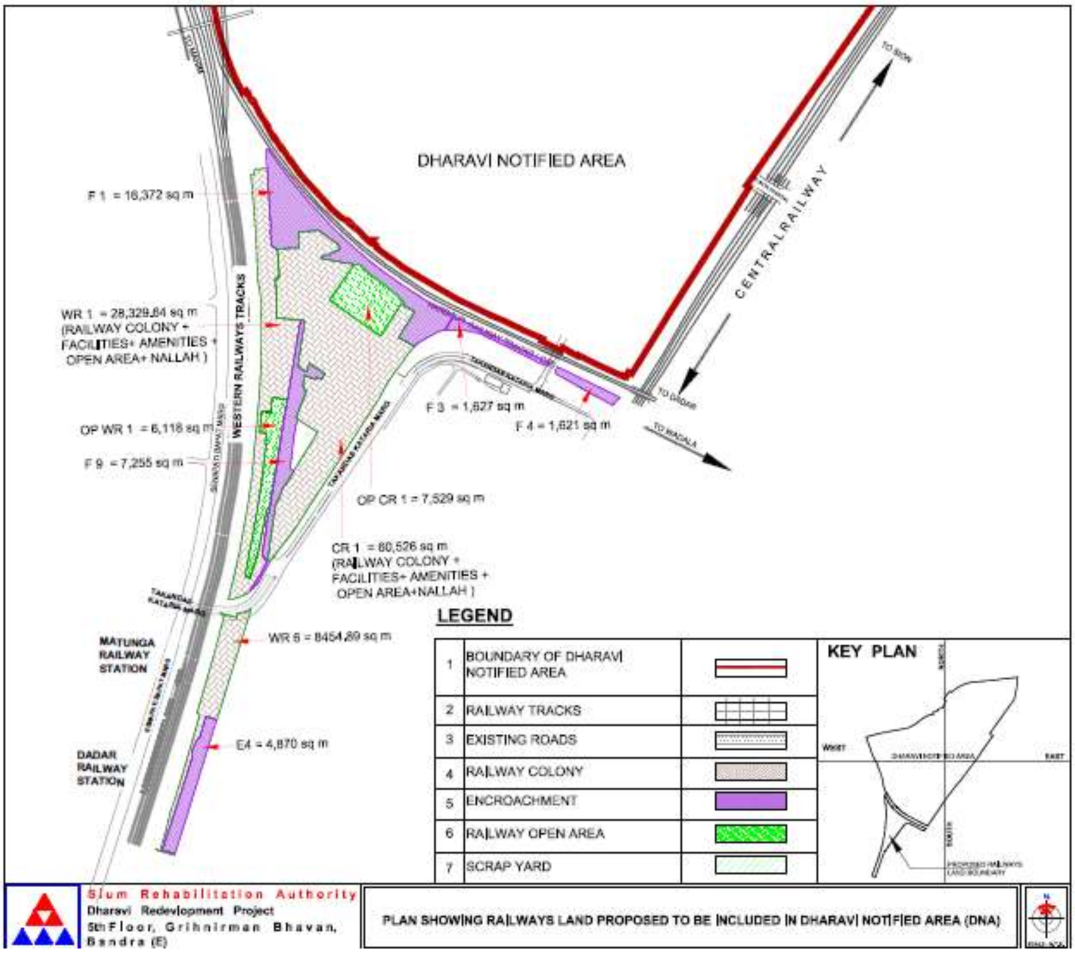
प्रत,

१. मा. राज्यपाल यांचे सचिव
२. मा. मुख्यमंत्री यांचे अपर मुख्य सचिव व सचिव
३. मा. सभापती, विधान परिषद/मा. अध्यक्ष, विधानसभा
४. मा. विरोधी पक्षनेता, विधान परिषद/मा. विरोधी पक्षनेता, विधानसभा
५. मा. सर्व विधानसभा आणि विधान परिषद सदस्य
६. मा. मुख्य सचिवांचे सह सचिव
७. महालेखापाल (लेखा व अनुज्ञेयता/लेखापरीक्षा), महाराष्ट्र-१, मुंबई
८. महालेखापाल (लेखा व अनुज्ञेयता/लेखापरीक्षा), महाराष्ट्र२-, नागपूर.
९. मा. महाअधिवक्ता, मुंबई उच्च न्यायालय, मुंबई.
१०. शासनाचे सर्व अपर मुख्य सचिव/प्रधान सचिव/सचिव.
११. मुंबई महानगर प्रदेश क्षेत्रातील सर्व महानगरपालिका आयुक्त,
१२. महानगर आयुक्त, मुंबई महानगर व प्रदेश विकास प्राधिकरण, वांद्रे (पूर्व), मुंबई
१३. उपाध्यक्ष व मुख्य कार्यकारी अधिकारी, महाराष्ट्र गृहनिर्माण व क्षेत्रविकास प्राधिकरण, गृहनिर्माण भवन, वांद्रे (पुर्व),मुंबई -५१
१४. मुख्य कार्यकारी अधिकारी, झोपडपट्टी पुनर्वसन प्राधिकरण,मुंबई.
१५. मुख्य कार्यकारी अधिकारी तथा विशेष कार्य अधिकारी, धारावी पुनर्विकास प्रकल्प, गृहनिर्माण भवन, वांद्रे (पूर्व), मुंबई-५१
१६. जिल्हाधिकारी, मुंबई शहर/मुंबई उपनगरे जिल्हा
१७. अपर जिल्हाधिकारी (अति/निष्का) मुंबई शहर/पश्चिम उपनगर/पूर्व उपनगरे
१८. मुख्य अधिकारी, मुंबई गृहनिर्माण व क्षेत्रविकास मंडळ, गृहनिर्माण भवन, वांद्रे (पूर्व)मुंबई / कोकण मंडळ/झो. प. सु. मंडळ / मु.इ.दु.व पु. मंडळ / पुणे मंडळ / नाशिक मंडळ / औरंगाबाद मंडळ /नागपुर मंडळ / अमरावती मंडळ
१९. गृहनिर्माण विभागातील सर्व सहसचिव/उपसचिव/अवर सचिव/कक्ष अधिकारी.
२०. सर्व कार्यासने गृहनिर्माण विभाग
२१. निवड नस्ती (झोपसु).

परिशिष्ट-१ :- धारावी पुनर्विकास प्रकल्प क्षेत्रात समाविष्ट करण्यासाठी धारावी अधिसूचित क्षेत्राच्या अंतर्गत असलेली रेल्वेची जागा (अंदाजे ६.२६ हे).



परिशिष्ट-२ :- धारावी अधिसूचित क्षेत्रात आणि धारावी पुनर्विकास प्रकल्प क्षेत्राचा भाग म्हणून समाविष्ट करण्यासाठी धारावी अधिसूचित क्षेत्रालगतची रेल्वेची जागा (अंदाजे १२.९१ हे)



परिशिष्ट - ३ :- दिनांक २८.११.२०१८ मध्ये मागविण्यात आलेल्या निविदेमधील पात्रता आणि अटी व शर्तीमधील सुधारणा.

Sr. No.	Provision as per the tender issued on 28th November 2018	Approved modifications in the tender conditions
1	The number of Consortium members should not exceed Eight.	The number of Consortium members should not exceed Two.
2		**Addition to the submission of Approach and Methodology by the Bidder:** • Perspective Plan of Dharavi after redevelopment preserving the occupations and character mainly reflecting Multicultural identity of Dharavi and showcasing/reflecting historic identity and Showcasing Urban Design features along with International Class Street furniture. • Community identity and social inclusion with Sustainable practices. • Vision for Dharavi and detailed perspective of development and strategies of development • Cluster development and providing separate identity of each cluster. • Harmonious integration with surrounding areas and infrastructure especially BKC • Smart city solutions and strategies that will be adopted. • Detailed planning of open spaces as per planning standards • Harmonious integration with nearby open spaces, Mithi river area and other surrounding areas • The comprehensive integrated Master Plan shall adhere to the Planning standards as approved of Development Plan of Dharavi Notified Area • Industrial/ Commercial areas shall be clearly demarcated with

Sr. No.	Provision as per the tender issued on 28th November 2018	Approved modifications in the tender conditions
		infrastructure as required for such area. Time is the essence of this contract and hence the proposed system of implementation by the Bidder should be in the interest of the project. It shall be noted that the SPV Company shall adopt the latest high rise technology available for speedy and quality construction of the Project. Technologies such as Mivan/S-Form, tunnel form and jump form, precast members, 3 D printing or any other technology shall be used for speedy and quality construction of rehab buildings. Bidders will be asked to present the walkthrough of the entire development that they envisage to carry out. During such presentation, the Bidder shall explain the entire approach and methodology that will be adopted. In case during the evaluation, if the project approach and methodology is not found to be appropriate by the Authority, then the Authority will have right to ask modifications as necessary.
3	Lead Member along with other Consortium Members shall satisfy the Financial Eligibility	Lead Member and Technical Consortium Member shall separately satisfy the Financial Eligibility.
4	The aggregate equity shareholding of the Selected Bidder (whether a single entity or a Consortium) in the issued and paid up equity capital of the SPV Company, shall not be less than 51% (fifty one percent), at all times till the "Lock-in Period" as mentioned in the	The aggregate equity shareholding of the Lead Member of the Selected Bidder in the SPV Company shall not be less than 51%. The aggregate equity shareholding of the Consortium Member satisfying Technical Eligibility shall be minimum 26% in the

Sr. No.	Provision as per the tender issued on 28th November 2018	Approved modifications in the tender conditions
	Development Agreement.	SPV Company. Lead Member along with Consortium Member satisfying Technical Eligibility shall hold minimum 80% equity of the SPV Company till 2 years from the date of issuance of Commencement Certificate for the first phase of the Project. After which, Lead Member along with Consortium Member satisfying Technical Eligibility shall hold minimum 51% equity of the SPV Company till the completion of rehabilitation, renewal, amenities and infrastructure. (hereinafter referred to as "Lock-in Period"). Lock-in period of equity investment shall not apply for transfer of equity in the companies under the same management, provided eligibility criteria as mentioned in the tender documents is not getting vitiated due to such transfer
5	**Financial Eligibility to be satisfied by the Bidder:** The Bidder and its Consortium Members are required to show proof of funds of minimum of Rs. 10,000 crore or equivalent US Dollars in the form of: a. Networth and/or Letter of Credit Limits OR b. Cash Reserves and/or Bank Deposits. The proof of funds shall be certified by Auditors / banks.	**Financial Eligibility to be satisfied by the Lead Member of the Consortium:** The Bidding Company /Lead Member of the Consortium shall have minimum Consolidated Networth of Rs. 20,000 crore as per the latest balance sheet and such balance sheet shall not be earlier than 31st March 2022. In case of a Consortium, the Technical Consortium Member shall have minimum Networth of Rs. 2,000 crore as per the latest balance sheet and such balance sheet shall not be earlier than 31st March 2022. The networth shall be certified by the Statutory Auditors of the Bidding Company/Lead Member/Technical Consortium Member. Bidding Company/ Lead Member and the Technical Consortium Member including their subsidiaries shall not be in the list of

Sr. No.	Provision as per the tender issued on 28th November 2018	Approved modifications in the tender conditions
		wilful defaulter. Self-declaration in this regard shall be provided in the Consortium Agreement.
6	In computing the Financial Capacity, Financial Capacity of their respective Subsidiaries (more than 50% equity) would also be considered.	In computing the Financial Capacity, the Financial Capacity of their respective Subsidiaries (more than 50% equity) or holding companies (having more than 50% equity in the Bidding Company/ Lead Member) would also be considered.
7	**Technical Eligibility to be satisfied by the Bidder**: The Bidder shall have Total experience in the development/construction of real estate projects shall not be less than 25 million sq. ft. in the last 7 years. Such Bidding Company /Consortium should have held a minimum of 26% equity. In case of a Consortium, the combined Technical Capacity of Consortium Members will be considered, however, Consortium Members satisfying the Technical Capacity shall have firm Consortium Agreement on the roles and responsibilities allocated on such Consortium Partners.	**Technical Eligibility to be satisfied by the Bidding Company/Consortium**: The Bidding Company/ Technical Consortium Member shall have total experience in the development of real estate projects of not less than 6 million sq. ft. in the last 7 years and for which Occupation Certificate or equivalent should have been received. In case of a Consortium, Lead Member shall have total experience in the development of real estate projects of not less than 1.4 million sq. ft. in the last 7 years and for which Occupation Certificate or equivalent should have been received. While satisfying the Technical eligibility, the Bidding Company/ Consortium (including holding company/subsidiary company) should have held more than 50% equity in such eligible project.
8	**Bid Criteria:** The amount that the Lead Partner of the SPV Company is ready to bring in the SPV Company before signing the Development Agreement. Such amount shall be more than Rs. 3,150 crore.	**Bid Criteria:** The amount that the Lead Partner of the SPV Company is ready to bring in the SPV Company as per the terms and conditions of the tender documents. Such investment shall be more than Rs. 1,600 crore and shall be in the following stages: a. 20% before signing of Development agreement b. 20% on submission of Integrated Master Plan

Sr. No.	Provision as per the tender issued on 28th November 2018	Approved modifications in the tender conditions
		c. 20% on submission of Annexure II for first phase of the Project, for verification to DRP/SRA d. 30% on issuance of commencement certificate for 1st phase of the project and not less than total cumulative 90% of the Price Bid amount e. 10% on commencement of construction towards infrastructure facilities It shall be noted that irrespective of the Price Bid submitted and the payment stages mentioned herewith, any additional amount required for the Project shall be invested by the SPV Company as and when such need arises.
9	**Project completion timelines and damages** Rehabilitation, Renewal, Amenities and infrastructure component shall be completed within 7 years from the date of signing of the Development Agreement and Shareholders' Agreement. ***Clarifications to Pre-bid:*** SPV Company shall pay any damages suffered by the DRP/SRA and/or Government of Maharashtra and as per the prevailing laws, rules and regulations.	**Project completion timelines and damages** Rehabilitation, Renewal, Amenities and infrastructure component shall be completed within 7 years from the date of issuance of the Commencement Certificate for the first phase of the Project. The damages to be paid by the SPV Company to the DRP/SRA, due to delay by the Lead Partner /SPV Company and not attributable due to Force Majeure or due to DRP/SRA/Govt. in completion of rehab/ renewal / amenities/ infrastructure within a period of 7 years shall be Rs. 2 crore per annum and part thereof in addition to : a) Damages as prescribed by MahaRERA/ any court of law b) Damages payable by DRP/SRA to any third party However, no damages shall be payable by either Party, in case such delay in Project completion was due to Force Majeure events or due to any judicial orders. The acceptance of both the Parties of the

Sr. No.	Provision as per the tender issued on 28th November 2018	Approved modifications in the tender conditions
		Force Majeure event and the start and end time, shall be sufficient for extension in the completion date. However, any statutory Damages as prescribed by MahaRERA/ any court of law or payable by DRP/SRA to any third party due to such delay will have to be paid by the SPV Company.
10		**Addition to Scope of Work of SPV Company under clause :** Industrial/ Commercial areas shall be clearly demarcated with infrastructure as required for such area. Branding and naming rights of the Sale component shall be with the SPV Company. Any sale/lease of constructed units by the SPV Company will be along with the leasehold rights of the land. However, for railway land, the provisions of the Definitive Agreement will be applicable.
11	**Facilitation by DRP/SRA in clause 1.2 of Draft Development Agreement**	**Addition in the clause no 1.2 of Draft Development Agreement in Facilitation by DRP/SRA:** Timelines for completion of facilitation will be mutually agreed between DRP and Lead Partner. DRP will complete their obligations on the best effort basis. However, there will not be any financial obligation on DRP due to such delay.
12		**Additional Point:** DRP/SRA has paid Rs. 800 cr to RLDA. Additional amount depending on the land being transferred to DRP/SRA will be paid (Total Rs. 1000 cr for 45 acres land and proportionate higher amount towards such higher areas) by DRP/SRA. The SPV Company shall pay to DRP/SRA, the payments made by DRP/SRA, including any cost incurred and interest thereon required to be paid by DRP/SRA, in

Sr. No.	Provision as per the tender issued on 28th November 2018	Approved modifications in the tender conditions
		following stages: • Rs. 500 crore at the time of signing of the Development Agreement • Balance amount as per the land area and payments made by DRP/SRA, including any cost incurred and interest thereon required to be paid by DRP/SRA, within 1 year from the date of signing the Development Agreement. Apart from above, the SPV Company shall indemnity Government of Maharashtra for payment of Rs. 2,800 crore (or any proportionate higher amount as per the additional land being given by RLDA), and shall be responsible for payment of such amount as per the Definitive Agreement that will be entered between DRP/SRA and RLDA.

परिशिष्ट - ४ :- राज्य समर्थन कराराचा मसुदा /

DRAFT STATE SUPPORT AGREEMENT

THIS STATE SUPPORT AGREEMENT is entered on this [■] day of the month of[■] in the year 202*

BETWEEN

1. The GOVERNOR OF THE STATE OF MAHARASHTRA acting through the Chief Secretary, Government of MAHARASHTRA (hereinafter referred to as the ''State Government" or "GoM" which expression shalt unless repugnant to the context or meaning thereof include its successors, assigns and permitted substitutes) of the FIRST PART;

AND

2. DHARAVI REDEVELOPMENT PROJECT/SLUM REHABILITATION AUTHORITY (hereinafter referred to as "**DRP/SRA**" or the "**Authority**", which expression shall unless it be repugnant to the context or meaning thereof mean and include the said Authority and its successors in office), a statutory authority constituted by the Government of Maharashtra in pursuance of Section 3A of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971 (Maharashtra Act No. XXVIII of 1971) (the "**MSA (ICR) Act, 1971**") as the Special Planning Authority (SPA) of the area under Sub-section 1 (b) of Section 40 of M.R. &T.P. Act, 1966. and having their office at Griha Nirman Bhavan, 5th Floor, Bandra, (East), Mumbai 400 051 through its Chief Executive Officer and Officer on Special Duty (CEO and OSD), DRP/SRA, being the party of the SECOND PART;

The "State Government" and "DRP/SRA" or "Authority" are hereinafter referred to as "Party" individually and "Parties" collectively.

WHEREAS:

A. The Department of Housing, Government of Maharashtra (GoM), vide its Government Resolution No. SRA/2003/C. No.-189/Slum-1A dated 04.02.2004, had decided to redevelop Dharavi as a comprehensive integrated development project with the introduction of an innovative concept of using land as a resource for rehabilitation of slum dwellers by allowing the developer to have Floor Space Index (FSI) of four for Rehab and Renewal component and free sale built-up area in the open market and the said scheme is particularly known as "**DHARAVI REDEVELOPMENT PROJECT**" (herein after referred to as "**DRP**") **AND** it had been decided to develop through private sector participation having boundaries as mentioned

under B below and as prescribed more specifically in Annexure 1 hereunder and hereinafter referred to as the said Larger Property which is encroached upon by the slum-dwellers and also the non-slum areas declared as undeveloped area by the Government of Maharashtra and more particularly known and referred as "**DHARAVI**", **WHEREIN** Renewal (as specified under Urban Renewal Scheme) and Redevelopment of buildings, Chawls, tenanted properties, etc. within Dharavi Notified Area belonging to Municipal Corporation of Greater Mumbai (MCGM), Rajiv Gandhi Zopadpati Sudhar and Niwara Prakalp (RGNP), Maharashtra Housing and Area Development Authority (MHADA) and private owners under Urban Renewal Schemes as specified in Regulation 33 (9)(A) had been decided to be undertaken by DRP/SRA in accordance with the guidelines laid down in Appendix XXIV of Development Control Regulations, 1991 of Greater Mumbai appended to DCR No. 33 (9) (A) and slum areas occupied by slum dwellers are to be developed under Appendix IV (A) appended to DCR No. 33 (10) (A) sanctioned by Government of Maharashtra on 25 January 2012 together hereinafter referred as "**DCR**", **AND** such land includes approximately 24.62 hectares of private lands to be acquired within Sector 1 to Sector 4 as shown on the plan in Annexure 4 and the area for this sector as specified in Annexure 4 herewith and **EXCLUDES** private properties already developed or in the process of development and land belonging to Railways and Central Government and the land under Slum Rehabilitation Schemes in either completed or in progress within DNA and as specifically marked as excluded properties as shown on the plan in Annexure 3, **Provided** any excluded area desires to be included in the Project Area and to become part of integrated development to be carried out by developer/s appointed for execution of redevelopment plan to be included after due permission of DRP.

B. Accordingly, Government in Urban Development Department (UDD) had notified the lands admeasuring approximately 178.30 Ha bounded on or towards North by Sant Rohidas Marg (Sion-Bandra Link Road), on or towards North-West by Mithi River (Creek)/Mahim Creek, on or towards North-East by Junction of Sant Rohidas Marg and L.B.S. Marg, on or towards East by Central Railway Tracks, on or towards South-East, West and South-West by Western Railway Harbour Tracks as the Dharavi Notified Area (DNA) under its notification no. TPB 4034/322/CR-56/04/UD-11, dated. 09.03.2005 and had appointed Slum Rehabilitation Authority (SRA) a statutory authority constituted under Section 3A of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971, as the Special Planning Authority (**SPA**), under Sub Section 1 (b) of Section 40 of the Maharashtra Regional &Town Planning Act, 1966 (hereinafter the MR&TP Act) to facilitate Slum Rehabilitation Schemes for planning and redevelopment of all parts and parcels of the land / plots of the land declared as part of the said Dharavi Redevelopment Project and hereinafter referred to as **Dharavi Notified Area (DNA)** and more particularly described in Annexure 1 hereunder. DRP/SRA has divided the said DNA into 4 sectors for easy administration and redevelopment of the said Area as shown on the plan in Annexure 1.

C. Additionally, Government in UDD had notified the lands admeasuring approximately 62.05 Ha bounded as: on or towards North and North East by the Boundary of 'H' Block of Bandra Kurla Complex (BKC), on or towards East by Refuse Transfer Station outside 'H' Block area as per planning proposal of BKC sanctioned under notification No.BKR-1177/262/UD-5 dated 9th April 1979, on or towards South-East by L.B.S. Marg, on towards South by Southern boundary of Sant Rohidas Marg, on or towards South-West and West by Western boundary of C.S.

no.665 (Piwala Bunglow) and boundary of 'H' Block of BKC by including existing Rajiv Nagar as DNA under its Notification no. TPB 4308/3499/CR-83/09/UD-11, dated. 25.06.2009, more particularly described in Annexure 1 as Sector 5 and appointed SRA as a SPA

D. Additionally, the Department of Housing, Government of Maharashtra (GoM), vide its Government Resolution No. DhaPuPra-2018/ Pr.Kr. 90/JhoPaSu dated 05.11.2018, has resolved to give special powers of formal correspondence, discussing in the meetings and taking decisions with the railways board for inclusion of railway land vested with Central Government in and around Dharavi in the Dharavi Notified Area to the Additional Chief Secretary (Housing) and Chief Executive Officer & Officer on Special Duty of Dharavi Redevelopment Project;

E. Accordingly, Railway Land Development Authority has signed an Memorandum of Understanding (MoU) for inclusion of 45 acres land in and around Dharavi as part of redevelopment Project and as per the terms and conditions mentioned in such MoU.

F. Accordingly, DRP/SRA is going to invite bids/ proposals from eligible bidders for integrated Redevelopment of Dharavi Notified Area (DNA) comprising of slum area and non-slum area, buildings / Chawls as per the provision of Regulation 33(10)A, Appendix – IV A and Regulation 33(9)A, Appendix – XXIV of Development Control Regulations 1991 for Greater Mumbai.

G. Further, the Department of Housing, Government of Maharashtra (GoM), vide its Government Resolution No. DhaPuPra-2018/ Pr.Kr. 90/JhoPaSu dated 05.11.2018, has also approved the structure of the tender documents and further modification in such tender process vide its Government Resolution No. DhaPuPra-2020/ Pr.Kr. __/JhoPaSu dated __.__.2020.

H. The State Government, vide Government Resolution No. DhaPuPra-2018/ Pr.Kr. 90/JhoPaSu dated 05.11.2018 has declared the Dharavi Redevelopment Project as a Special Project and has given various concessions in duties and taxes along with special powers to the Chief Executive Officer & Officer on Special Duty of Dharavi Redevelopment Project for speedy implementation of the Project. Further, the State Government, under Government Resolution No. DhaPuPra-2020/ Pr.Kr. __/JhoPaSu dated __.__.2020, has given additional various concessions in duties and taxes along with additional special powers to the Chief Executive Officer & Officer on Special Duty of Dharavi Redevelopment Project for speedy implementation of the Project. The Government of Maharashtra recognises that implementation and operation of the aforesaid Projects in accordance with the Draft Development Agreement will not be possible without giving such concessions in duties and taxes for the period as mentioned in such Government Resolution.

I. The State Government further acknowledges that implementation of the Project requires continued support as mentioned in the tender document by the State Government and its entities and is an essential pre-condition for mobilisation of resources by the Lead Partner.

NOW THEREFORE, in consideration of the foregoing, and the covenants and promises contained herein, and other good and valuable consideration(s), the adequacy of which is hereby acknowledged, the Parties intending to be bound legally, agreed as follows:

1. DEFINITIONS AND INTERPRETATION

१.१. Definitions

1. **Agreement** means this State Support Agreement and any amendment thereto made in accordance with the provisions contained in this Agreement;

2. **Accounting Year** means the financial year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year;

3. **Applicable Laws** means any statute, law, regulation, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision or determination by, or any interpretation or administration of Government of India (GoI)/ Government of Maharashtra (GoM) or Dharavi Redevelopment Project/Slum Rehabilitation Authority (DRP/SRA) or by any Government Authority(ies) or instrumentality thereof, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in effect on the date of this Development Agreement and during the subsistence thereof;

4. **Applicable Permits/ Permissions** means any or all permissions, licenses, sanctions, clearances, authorizations, consents, rulings, exemptions, no-objections, approvals of and / or from any Government Authority(ies)/ Bodies and any other quasi-governmental, administrative, judicial, public or statutory body, ministry, department, agency, authority, board, bureau, municipality, corporation or body entrusted with and / or carrying out any statutory functions or commissions, required from time to time, as per Applicable Laws required in connection with the Project and for undertaking, performing or discharging the obligations or fulfillment of the purposes as contemplated by this Development Agreement;

5. **CEO and OSD, DRP/SRA** means Chief Executive Officer and Officer on Special Duty, Dharavi Redevelopment Project/ Slum Rehabilitation Authority;

6. "**Cure Period**" means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Party responsible for such breach or default, and shall commence from the date on which a notice is delivered by one Party to the other Party asking the latter to cure the breach or default specified in such notice;

7. **Days** are calendar days; months are calendar months, unless specifically mentioned otherwise;

8. **DCPR** is the Development Control and Promotion Regulations, 2034 for Greater Mumbai as amended from time to time;

9. **D.C. Regulation no. 33 (9) (A) and 33 (10) (A)** means the special Development Control Regulations applicable to the Dharavi Notified Area as per the Development Control and Promotion Regulations, 2034 for Greater Mumbai and modified from time to time;

10. **Development Agreement** means Agreement to be signed by the SPV company formed for the Project of redevelopment of Dharavi with the DRP/SRA.

11. **Special Purpose Vehicle Company (SPV Company)** means the Project specific special purpose vehicle (SPV) which has been incorporated by the Selected Bidder and with whom this Agreement is signed for undertaking the work of designing, financing, developing and maintaining the Project and shall include its legal representatives, successors, administrators and permitted assignees;

12. **DRP/SRA** means Dharavi Redevelopment Project/Slum Rehabilitation Authority, an Authority designated by the Government of Maharashtra, India for the implementation of the Dharavi Redevelopment Project

13. **Eligibility for Rehab tenement** is as defined in Clause 1 of Regulation No. 33 (10) (A) of the Development Control and Promotion Regulations, 2034 as applicable to Dharavi Notified Area;

14. **Free-sale Component** is as defined in 33 (9) (A) and 33 (10) (A) of the Development Control and Promotion Regulations, 2034 as applicable to Dharavi Notified Area;

15. **FSI** means the Floor Space Index as defined in the Development Control and Promotion Regulations, 2034 and as amended from time to time;

16. **GoI** shall mean Government of India;

17. **Government Agency** means the State Government or any department, commission, board, authority, instrumentality, agency or municipal and other local authority or statutory body including Panchayat under the control of the State Government;

18. **MCGM** means Municipal Corporation of Greater Mumbai;

19. **On-Site Infrastructure** includes internal roads, pavements, drains, sewerage, sidewalks, perimeter fencing, street lighting within the perimeter, electricity sub-stations, electricity mains, internal water lines, sewer lines, storm water lines rain water harvesting, waste disposal systems, sewage treatment plant (STP), piped gas supply, telecom services, firefighting system, utility corridor and green belt development within the Project Area etc., as applicable to the Project in terms of this Agreement, MCGM requirements and the Development Control and Promotion Regulations, 2034.

20. **State Default** shall have the meaning ascribed thereto in Clause 4.1;

21. **State Government** means the State Government of Maharashtra;

22. **<u>State Support</u>** means the obligations assumed and the facilities agreed to be provided by the State Government to the SPV Company hereunder or pursuant hereto.

1.2. Interpretation :
In this Agreement, unless the context otherwise requires:

1.2.1. Any reference to any statute or statutory provision shall include:

a) all subordinate legislation made from time to time under that provision (whether or not varied, amended, modified, re-enacted or consolidated);

b) such provision as from time to time, be amended, modified, re-enacted or consolidated (whether before or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement and to the extent liability there under may exist or can arise.

1.2.2. The singular includes the plural and vice versa and any word or expression defined in the singular shall have a corresponding meaning if used in the plural and vice versa. A reference to any gender includes the other gender.

1.2.3. A reference to any document, agreement or other deed or document of any description or other instrument (including, without limitation, references to this Agreement), includes a reference to any document, agreement, or other instrument as may be varied, amended, supplemented, restated, novated or replaced, from time to time.

1.2.4. A reference to any document, agreement, or other instrument (including, without limitation, references to this Agreement), means a reference to such document, agreement or other instrument and to all appendices, annexure, schedules and parts attached or relatable thereto, all of which shall form an integral part of such document, agreement or other instrument, as the case may be.

1.2.5. A reference to any statutory body or authority includes a reference to any successor as to such of its functions as are relevant in the context in which the statutory body or authority was referred to.

1.2.6. Where a word or phrase has a defined meaning, any other part of speech or grammatical form in respect of the word or phrase has a corresponding meaning.

1.2.7. References to a particular article, clause, paragraph, sub-paragraph, section, schedule or annexure shall, except where the context requires otherwise, be a reference to that article, clause, paragraph, sub-paragraph, section, schedule or annexure in or to this Agreement, as the case may be.

1.2.8. The words ‘include’ and ‘including’ are to be construed without limitation. The terms ‘herein’, ‘hereof’, ‘hereto’, ‘hereunder’ and words of similar purport refer to this Agreement as a whole. Where a wider construction is possible, the words ‘other’ and ‘otherwise’ shall not be construed ejusdem generis with any foregoing words.

References to “construction” or “building” include, unless the context otherwise requires, investigation, design, developing, engineering, procurement, delivery, transportation, installation, processing, fabrication, testing, commissioning and other activities incidental to the construction, and “construct” or “build” shall be construed accordingly;

References to "development" include, unless the context otherwise requires, construction, renovation, refurbishing, augmentation, up-gradation and other activities incidental thereto, and "develop" shall be construed accordingly.

1.2.9. In this Agreement, headings are for the convenience of reference only and are not intended as complete or accurate descriptions of the content thereof and shall not be used to interpret the provisions of this Agreement.

1.2.10. Where in this Agreement, provision is made for the giving or issue of any notice, consent, approval, certificate or determination by any person, unless otherwise specified such notice, consent, approval, certificates of determination shall be in writing.

1.2.11. Any obligation not to do something shall be deemed to include an obligation not to suffer, permit or cause that thing to be done. An obligation to do something shall be deemed to include an obligation to cause that thing to be done.

1.2.12. A right conferred by this Agreement to do any act or thing shall be capable of being exercised from time to time.

1.2.13. The rule of interpretation which requires that an agreement be interpreted against the person or Party drafting it shall have no application in the case of this Agreement.

1.2.14. If any provision in this Article is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive provision in the body of this Agreement.

1.2.15. Unless a Party granted discretion to render a decision or enter in to an agreement is specifically described as being required to act reasonably in making such decision or entering in to such agreement, as the case may be, the Party granted such discretion shall be entitled to act with absolute discretion.

1.2.16. Any reference to 'day' shall mean a reference to a calendar day, any reference to 'month' shall mean a reference to a month of the Gregorian calendar. All dates are in the form of dd/mm/yyyy.

1.2.17. Any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days and dates.

1.2.18. References to a person (or to a word importing a person) shall be construed so as to include:

a) Individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other Governmental Authority (whether or not in each case having separate legal personality);

b) That person's successors in title and assigns or transferees permitted in accordance with the terms of this Agreement; and,

c) References to a person's representatives shall be to its officers, personnel, legal or other professional advisers, subcontractors, agents, attorneys and other duly authorized representatives.

1.2.19. The terms and expressions elsewhere defined in this Agreement shall have the meanings ascribed therein.

1.2.20. a) Any reference in this Agreement to any Statute or statutory provision, shall be construed as including a reference to that statute or statutory provision, as from time to time amended, modified, extended or re-enacted, whether before or after, the date of this Agreement, and to all statutory instruments, orders, rules and regulations, for the time being in force, made pursuant to it, or deriving validity from it.

b) The meanings set forth for defined terms in this Article 1 and all pronouns shall be equally applicable, to both the singular and plural, masculine, feminine or neuter forms, as the context may require.

c) All references in this Agreement to Articles are to articles in or to this Agreement unless otherwise specified therein. The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The words “include”, “including” and “among other things” shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases or words of like import.

d) References in this Agreement to any document or agreement shall be deemed to include references to such document or agreement as amended, varied, restated, supplemented or replaced, from time to time, in accordance with the terms thereof, and to include any side letters executed in connection therewith, except as otherwise provided in this Agreement.

e) References to any Person or Persons shall be construed as a reference to any permitted successors or assigns of such Person or Persons.

f) The headings of the several Articles and sub clauses of this Agreement are intended for convenience only and shall not in any way affect the meaning or construction of any provision thereof.

1.2.21 Subject to the provisions of Clause 1.2.20, in case of ambiguities or discrepancies within this Agreement, the following shall apply:

(a) between two or more Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;

(b) between the Clauses of this Agreement and the Schedules, the Clauses shall prevail and between Schedules and Annexes, the Schedules shall prevail;

(c) between any two Schedules, the Schedule relevant to the issue shall prevail;

(d) between the written description on the Drawings and the Specifications and Standards, the latter shall prevail;

(e) between the dimension scaled from the Drawing and its specific written dimension, the latter shall prevail; and

(f) between any value written in numerals and that in words, the latter shall prevail.

2. STATE SUPPORT

2.1. **Support by the State Government**

With effect from the date hereof, the State Government agrees to provide State

Support and undertakes to observe, comply with and perform the following:

a. ensure that no modification shall be allowed in Government Resolution No. DhaPuPra-2018/ Pr.Kr. 90/JhoPaSu dated 05.11.2018, Government Resolution No. DhaPuPra-2020/ Pr.Kr. __/JhoPaSu dated __.__.2020, provisions 33(9)(A) and 33(10)(A) applicable to Dharavi Notified Area applicable under Development Control and Promotion Regulations of Greater Mumbai so as to directly or indirectly adversely affect the performance of the Special Purpose Vehicle Company implementing the Project;
b. ensure that such Government Resolutions are made effective with appropriate Notifications of the concerned Department before finalization of the comprehensive integrated Master Plan of the project;
c. ensure that the MoU signed with the Railway Land Development Authority is made effective before signing the Development Agreement;
d. assist acquisition of land (both Government/local body as well as Private Land) under applicable laws and handing over for redevelopment in the DNA;
e. provide dedicated staff and police force, for preparation of Annexure II and removal of any illegal tenements as and when requested by the SPV Company;
f. subject to the SPV Company complying with Applicable Laws, assist the SPV Company in obtaining the Applicable Permits to the extent any State Government Agency is entitled to issue and facilitate all approvals to the project along with approval to the comprehensive integrated Master Plan such that during implementation no further clearances required from the GoM, the entities of State Government, utility providers and MCGM;
g. subject to the SPV Company complying with Applicable Laws, assist the SPV Company in obtaining the Applicable Permits to the extent any Central Government Agency is entitled to issue and assist to get approvals from the Central Government departments and entities of Central Government such that during implementation no further clearances would be necessary;
h. ensure that the project is monitored periodically and no decision is kept pending for more than 15 days after request from the SPV Company;
i. enable continued access to the Site and Right of Way to the SPV Company without let or hindrance from any Government Agency or persons claiming through or under it;
j. upon written request from the SPV Company, assist the SPV Company in obtaining access to all necessary infrastructure facilities and utilities, including water and electricity at rates and on terms no less favourable to the SPV Company than those generally available to commercial customers receiving substantially equivalent services;
k. upon written request from the SPV Company, ensure and procure the shifting of utilities in accordance with Applicable Laws.
l. ensure and procure that municipal and other Government authorities do not put any barriers or other obstructions on the Site;

m. subject to and in accordance with the Applicable Laws, grant to the SPV Company the authority to regulate the activity or movement of any person or vehicle on the construction site;
n. provide necessary Police assistance in accordance with Applicable Laws and rules thereunder for regulation of persons/traffic, removal of trespassers and security on the Developer and his personnel; and
o. observe and comply with all its obligations set forth in this Agreement.

2.2. **Right to seek specific performance**

The State Government acknowledges and agrees that the SPV Company shall have the right to seek specific performance of this Agreement.

3. OBLIGATIONS OF THE AUTHORITY

3.1. **Obligations of the Authority**

The Authority agrees and undertakes to procure that the SPV Company shall perform, observe and comply, in all material respects, as per the Applicable Laws and Applicable Permits and as per the provisions of the Development Agreement and the Shareholders' Agreement.

4. STATE DEFAULT

4.1. **State Default**

4.1.1. In the event that any Government Agency commits any material breach of this Agreement and fails to cure such breach within a Cure Period of 60 (sixty) days, such breach and failure shall constitute an event of default (a "State Default") unless such event of default has occurred as a result of Force Majeure or any act or omission of the Lead Partner.

4.1.2. Upon occurrence of a State Default, 'the consequences thereof shall be dealt with under and in accordance with the provisions of the Article 5 of this Agreement.

5. TERMINATION PAYMENTS

5.1. **Termination Payments by the State Government**

5.1.1. Without prejudice to the generality of Clause 4.1, in the event that any act or omission of any Government Agency causes a breach of this Agreement or a State Default or due to Political Force Majeure, as the case may be, such breach or State Default shall be deemed to be a breach of the Development Agreement and shall entitle the Selected Bidder to sell the equity stake to the GoM. The valuation of the equity stake of the Selected Bidder to be purchased by GoM, after deducting the dividend already paid to the Selected Bidder by the SPV Company and after indexing such equity capital and dividend by the Selected Bidder by maximum of the following:

a. the Thirty days average yield on 10 year Government Securities prior to the time of such equity investment shall be used for indexing the investment from the period of investment and till the termination date and such indexing shall be calculated after compounding of yield every year from the date of equity subscription.
b. the Thirty days average BSE SENSEX prior to the date of termination divided by the Thirty days average BSE SENSEX prior to the date of equity subscription.

5.1.2. Apart from above the Selected Bidder shall be entitled to get compensated to the extent of 120% (one hundred and twenty percent) of the amount of such funds, including any interest/dividend accrued and not paid, invested by the Lead Partner in the SPV Company and any liabilities incurred but not paid by the SPV Company. After that SPV Company/GoM shall

not be responsible for any liabilities incurred before the transfer of shares to GoM due to termination

5.1.3. The Termination Payment, in respect of any breach of this Agreement or a Political Force Majeure, as the case may be, shall be payable by the State Government to the Lead Partner, and the State Government hereby agrees and covenants that it shall make such payments on its own behalf and on behalf of the Authority pursuant to the obligations set forth in the respective Development Agreement and this Agreement.

5.1.4. Payments due from the State Government under this Agreement shall be made within 60 (sixty) days of receiving a demand from the Selected Bidder alongwith the necessary particulars thereof, duly certified by the Statutory Auditors. In the event of delay beyond such period, the State Government shall pay to the Lead Partner, interest for the period of delay calculated at the rate of 3% (three per cent) above the Thirty days average yield on 10 years Government Securities on the date of Termination.

6. DURATION OF THE AGREEMENT

6.1. **Duration of the Agreement**

6.1.1. This Agreement shall come into force from the date hereof and shall continue to be in full force and effect irrevocably until termination of the Development Agreement.

6.1.2. All rights and obligations of either Party under this Agreement, including compensation, Damages and Termination Payments, shall survive termination to the extent such survival is necessary for giving effect to such rights and obligations.

7. INDEMNITY

7.1. **General indemnity**

7.1.1. The Authority will indemnify, defend and hold the State Government harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of any breach by the Authority of any of its obligations under this Agreement or on account of failure of the Authority to comply with Applicable Laws and Applicable Permits. The Authority will have right to get similar indemnification from the SPV Company.

7.1.2. The State Government will indemnify, defend and hold the Authority harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expenses arising out of failure of the State Government to fulfil any of its obligations under this Agreement materially and adversely affecting the performance of the Authority's obligations to the SPV Company or this Agreement other than any loss, damage. cost and expenses, arising out of acts done in discharge of their lawful functions by the State Government, its officers, servants and agents.

7.2. **Notice and contest of claims**

In the event that either Party receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under Clause 7.1 or in respect of which it is entitled to reimbursement (the "Indemnified Party"), it shall notify the other Party (the "Indemnifying Party") within 15 (fifteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, such approval not to be unreasonably withheld or delayed. In the event that the Indemnifying party wishes to contest or dispute the claim, it may conduct the proceedings in the

name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

8. DISPUTE RESOLUTION

8.1. **Dispute resolution**

8.1.1. Any dispute, difference or controversy of whatever nature howsoever arising in connection with this Agreement between the Parties and so notified in writing by either Party to the other Party (the "Dispute") shall be attempted to be resolved amicably.

9. MISCELLANEOUS PROVISIONS

9.1. **Application of this Agreement**

This Agreement shall apply to the Development Agreement at any time after the date of this Agreement and upon furnishing a true copy thereof by the Authority to the State Government within three months of the date of signing of the Development Agreement.

9.2. **Governing law and jurisdiction**

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the Courts at Mumbai shall have jurisdiction over all matters arising out of or relating to this Agreement.

9.3. **Waiver of sovereign immunity**

The State Government unconditionally and irrevocably:

a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose; and
b) consents generally in respect of the enforcement of any judgement or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings.

9.4. **Alteration of terms**

All additions, amendments, modifications and variations to this Agreement shall be effective and binding only if in writing and signed by the duly authorised representatives of the State Government and the Authority.

9.5. **Waiver**

9.5.1. Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:

a. shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
b. shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and
c. shall not affect the validity or enforceability of this Agreement in any manner.

9.5.2. Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as

waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

9.6. **Survival**

9.6.1. Termination of this Agreement;

a. shall not relieve the Parties of any obligations hereunder which expressly or by implication survive termination hereof; and
b. except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

9.6.2. All obligations surviving the cancellation, expiration or termination of this Agreement shall only survive for a period of 3 (three) years following the date of such termination or expiry of this Agreement.

9.7. **Severability**

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or declared by any court of competent jurisdiction or any other instrumentality/to be invalid, illegal or unenforceable, the validity, legality or enforce ability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under Clause 8 of this Agreement or otherwise.

9.8. **Successors and assignors**

This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

9.9. **Notices**

Any notice or other communication to be given by a Party to the other Party under, or in connection with the matters contemplated by this Agreement and shall be given by email and by letter delivered by hand and be addressed to person set out opposite the corresponding signature below and a copy delivered to such other person as the Authority on the State Government, as the case may be, may from time to time designate by notice to the other Party.

9.10. **Language**

All notices, certificates, correspondence and proceedings under or in connection with this Agreement shall be in English or in Marathi.

9.11. **Authorised representatives**

Each of the Parties shall by notice in writing designate their respective authorised representatives through whom only all communications shall be made. A Party hereto shall be entitled to remove and/or substitute or make fresh appointment of such authorised representative by similar notice.

9.12. **Original Document**

This Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED TIDS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED FOR AND ON BEHALF OF THE GOVERNOR OF THE STATE OF MAHARASHTRA ACTING THROUGH THE CHIEF SECRETARY, GOVERNMENT OF MAHARASHTRA:

SIGNED, SEALED AND DELIVERED FOR AND ON BEHALF OF

THE AUTHORITY BY CEO & OSD, DRP/SRA:

परिशिष्ट - ५ :- प्रकल्पाच्या अंमलबजावणीचे सुधारित वेळापत्रक.

Sr. No.	**Particulars as prescribed in the 5th Nov. 2018 GR**	**Timeline after LOA as defined in the 5th Nov. 2018 GR**	**Modified Particulars**	**Modified Timeline after LOA**
1	Establishing SPV Company	LOA + 59	Establishing SPV Company	LOA + 59
2	MoU between Lead Partner & DRP/SRA	LOA + 60	MoU between Lead Partner & DRP/SRA.	LOA + 60
3	Lead Partner to deposit Rs. 100 cr in escrow and submit Rs. 400 cr BG	LOA + 90	Depositing 20% of the quoted Bid amount and. signing of the Development Agreement and conversion of amount deposited in equity (Rs. 400 cr of Lead Partner) and compulsorily convertible securities and signing Shareholders' Agreement along with equity infusion of Rs. 100 cr from DRP/SRA	LOA + 90
4	Preparation of Integrated Master Plan by Lead Partner	LOA + 150	Depositing additional 20% of the quoted Bid amount in the escrow account and Preparation of comprehensive Integrated Master Plan by Lead Partner and submissions for approvals	LOA + 150
5	Conditions Precedent for first phase	LOA + 425	Investment of minimum 90% of the quoted amount as mentioned in the Price Bid and Starting Construction	Within 15 days of getting commencement certificate for first phase
6	First phase - Depositing amount in SPV Company	LOA + 455		
7	Signing of the Development and Shareholder Agreement	LOA + 485		
8	Completion of Rehabilitation, Renewal, Amenities and infrastructure	7 years from the date of signing of the Development Agreement and Shareholders' Agreement	Completion of Rehabilitation, Renewal, Amenities and infrastructure component	7 years from the date of issuance of Commencement Certificate for first phase